### COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



### FINANCE DEPARTMENT

**PURCHASING DIVISION** 

100 TENTH STREET, P. O. BOX 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, BIDLINE 706-225-4536 www.columbusga.org

Date: May 19, 2022

DEOLIEGE	Qualified vendors are invited to submit bids, subject to conditions and instructions as specified for the furnishing of:			
REQUEST FOR BIDS:	REMOVAL OF RESIDUAL GROUND MATERIAL &			
RFB NO. 22-0037	REMOVAL AND DISPOSAL/REUSE OF LARGE TREE			
KFB 110. 22-0037	TRUNKS (ANNUAL CONTRACT)			
	The Consolidated Government of Columbus, Georgia (City) invites qualified contractors to submit bids to provide the following services on an "as needed" basis:			
GENERAL SCOPE	<b>Option 1:</b> Residual waste removal on an "as needed" basis, for either Pine Grove or Granite Bluff Landfill. Such ground material could be used as fuel, mulch, or some other recyclable commodity.			
	Option 2: Removal and disposal/reuse of large tree trunks on an "as needed" basis.			
	The contract would be awarded to the vendor that can provide the greatest economic benefit to the City for each option.			
NON- MANDATORY SITE VISIT	A <u>Non-Mandatory Pre-Bid Site Visit</u> will be held <b>Wednesday</b> , <b>June 1</b> , <b>2022</b> . Vendors should convene at the Pine Grove Landfill at 7900 Pine Grove Way, Columbus, GA, no later than <b>9:00 AM</b> ( <b>EST</b> ). Those interested in attending should complete the <i>Attendance Confirmation Form</i> ( <i>Attachment 1</i> ).			
	<b>JUNE 15, 2022</b> – 2:30 PM (Eastern)			
DUE DATE	Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. Responding vendors are not required but are invited to attend the opening.			
DOE DATE	If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting Or call in (audio only) +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number   Reset PIN . Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.			
BID SUBMISSION REQUIREMENTS	See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.			
ADDENDA	IMPORTANT INFORMATION			
	Any and all addenda will be posted on the Purchasing Division's web page, at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a> . It is the vendors' responsibility			
	to periodically visit the web page for addenda before the due date and prior to submitting a bid.			
"NO BID" RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.			

Andrea J. McCorvey Purchasing Division Manager

# IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

## STATEMENT OF "NO BID"

### Complete and return this form immediately if you do NOT intend to Bid:

Email: <u>bidopportunities@columbusga.org</u>

Mail: Columbus Consolidated Government

Purchasing Division P.O. Box 1340

Columbus, GA 31902-1340

We, the undersigned decline to bid on your RFB NO. 22-0037, for REMOVAL OF RESIDUAL GROUND MATERIAL AND REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT) for the following reason(s):

Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)There is insufficient time to respond to the Invitation for QuotationsWe do not offer this product or serviceWe are unable to meet specificationsWe are unable to meet bond requirementsSpecifications are unclear (explain below)We are unable to meet insurance requirementsOther (specify below)
Remarks:
COMPANY NAME:
AGENT:
DATE:
TELEPHONE NUMBER:
EMAIL ADDRESS:

### GENERAL PROVISIONS

### THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

- 1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
- 2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.
- **3. EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
- **4. BID DUE DATE**. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.
- **5. BID OPENING.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Procurement Ordinance (Public Access to Procurement Information).
- **6. LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.
- 7. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.

- **8. RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:
  - 1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
  - 2. Award to bidder previously awarded based on favorable prior experience.
  - 3. Award to bidder whose principal place of business is located in the State of Georgia.
  - 4. If feasible, divide the award equally among the bidders.
  - 5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
  - 6. If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be readvertised.
- 9. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.
- **10. CONDITIONS AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

11. FREIGHT/SHIPPING/HANDLING CHARGES. All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.

#### 12. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS

Correction or withdrawal of inadvertently erroneous bids before bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Purchasing Division.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

All decisions to permit correction or withdrawal of bids or to cancel awards of contracts based on bid mistakes will be supported by the Purchasing Manager's written determination.

- 13. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the bidder's responsibility to ensure that they have received all addenda.
- 14. BID RECEIPT AND EVLUATION. Bids shall be unconditionally received without alteration or correction except as authorized in the City's Procurement Ordinance. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria may be used to evaluate bids.
- 15. TIME FOR CONSIDERATION. Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

#### 16. BID SECURITY

- (1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Manager to exceed \$25,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to the City. Such bonds may also be required on construction contracts under \$25,000 or other procurement contracts when circumstances warrant.
- (2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108 Subsection (G) (Competitive Sealed Bidding - Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

### 17. CONTRACT PERFORMANCE AND PAYMENT BONDS

- (1) When Required: Amounts. When a construction contract is awarded in excess of \$25,000, the following bonds or security shall be delivered to the City, and shall be binding on the parties upon the execution of the contract:
- a. a performance bond satisfactory to the City executed by a surely company authorized to do business in the State, or otherwise secured in a manner satisfactory to the City, amounting to one hundred percent (100%) of the price specified in the contract; and
- b. a payment bond satisfactory to the City executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the City, to protect all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

At the discretion of the Purchasing Manager, this same condition may be placed on awards of any amount.

- (2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection (1) above.
- 18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for

subcontractor(s) full compliance with the requirements of the bid specifications. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.

- **19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS.** Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:
  - (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
  - (B) Any irregularities contrary to the General Provisions or bid specifications.
  - (C) Unbalanced unit price or extensions.
  - (D) Unbalanced value of items.
  - (E) Failure to use the proper forms furnished by the Consolidated Government.
  - (F) Failure to complete the proposal properly
  - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
  - (H) Failure to properly sign forms in ink.

The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.

- 20. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.
- **21. ASSIGNMENT OF CONTRACTUAL RIGHTS**. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.
- **22. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.
- **23. TAXES**. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.
- **24. FEDERAL, STATE AND LOCAL LAWS.** All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
- **25. BID INCLUSIONS.** When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.
- **26. NON-COLLUSION.** By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.
- **27. INDEMNITY.** The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.
- **28. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.
- **29. AFFIRMATIVE ACTION PROGRAM NON-DISCRIMINATION CLAUSE.** The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

**30. AWARDS TO LOCAL BUSINESSES**. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

#### 31. RIGHT TO PROTEST.

- (1) <u>Right of Protest</u>. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests</u>. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.
- 32. FAILURE TO BID. Vendors choosing not to submit a bid are requested to return a Statement of "No Bid".
- **33. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **34. CANCELLATION PROVISIONS.** An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any resolicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

- **35. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.
- **36. SAMPLES:** When samples are required to be included with the proposal response, the bidder will be responsible for the following:
  - 1) **Unless otherwise specified**, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
  - 2) Affix an identification label to each individual sample to include bidder's name, bid name and number.
  - 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.
- **37. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.
- **38. PAYMENT DEDUCTIONS**: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.
- **39. PAYMENT TERMS**: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

**40. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

#### **NOTICE TO VENDORS**

#### Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

### Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

## DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

## **QUESTION/CLARIFICATION FORM**

DATE	:			
то:	Sandra Chandler, Buyer Email BidOpportunities@Columbu	usGA.org		
RE:	RFB No. 22-0037; Removal of Res Tree Trunks (Annual Contract)	sidual Ground Material & Remova	l and Disposa	l/Reuse of Large
Questi	ons/clarification requests must be sub	omitted at least five (5) <u>business</u> de	ays before the	due date:
From:_	Company Name	Website		
	Representative	Email Address		
	Complete Address	City	State	Zip
	Telephone Number	Fax Number		

### **NON-MANDATORY**

# PRE-BID SITE VISIT ATTENDANCE CONFIRMATION FORM

Date:				
To: Sandra Cha Email: <u>bid</u>	ndler, Buyer I opportunities@columbus	ga.org		
Re: RFB No. 22 (Annual Co		sidual Ground Material & R	emoval/Disposal/Reuse	e of Large Tree Trunks
I will attend the	Non-Mandatory Pre-B	id Site Visit scheduled for 9:	00 a.m. Wednesday, Ju	ne 1, 2022.
		<b>Landfill</b> located at <b>7900 Pine (</b> Matt Dolan: 706-326-5347.	Grove Way, Columbus,	Georgia. The contact
	•	Pre-Bid Site Visit must sign anddress, phone and fax number	-	plete with the name of
Questions will n the site visit.	ot be answered at the site	e visit. The City will not be b	ound by any verbal clar	ification given during
answered via an	addendum. Telephone vill in no way be binding	ing by email to bidopportunic questions to individuals within upon the bid process. Only re-	n the City are not enco	uraged, and any such
	otify Sandra Chandler, Bory pre-bid site visit.	uyer via email, <u>bidopportuniti</u>	es@columbusga.org, to	confirm attendance at
FROM:				
	Company Name		Website	
	Contact Person	# of Representatives	Email Address	
	Mailing Address	City	State Zip	

Telephone Number

Fax Number

### **GENERAL SPECIFICATIONS**

# REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT)

### RFB NO. 22-0037

### I. <u>SCOPE</u>:

### A. Option 1: Removal of Residual Ground Material

Residual waste removal for either Pine Grove or Granite Bluff Landfill on an 'as needed' basis.

### B. Option 2: Removal and Disposal/Reuse of Large Tree Trunks

Removal of large tree trunks on an 'as needed' basis to be disposed of or reused.

This bid will be awarded to the vendor(s) that can provide the greatest economic benefit to the City. It will be awarded to a Primary and a Secondary Contractor, *for each option*. The Primary Contractor will be contacted first. If the Primary Contractor is unable to provide the required services, then the City will contact the Secondary Contractor to render the needed services.

Vendors may bid on either or both options.

### II. TERM OF CONTRACT:

**A.** The initial term of the contract shall be for an initial two (2) year period with the option to renew for three (3) additional 12-month periods. The City will initiate contract renewal. The renewal will be contingent upon the mutual agreement of the City and the contractor.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approval has been denied.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Officer, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

### **B.** Termination for Convenience

For the protection of both parties, either party giving <u>30 days</u> prior notice, in writing, to the other party, may cancel this contract.

### III. NON-MANDATORY SITE VISIT:

- A. The Non-Mandatory Pre-Bid Site Visit is scheduled for 9:00 a.m. Wednesday, June 1, 2022. Vendors shall convene at Pine Grove Landfill located at 7900 Pine Grove Way, Columbus, Georgia. The contact person is Matt Dolan: 706-326-5347.
- **B.** All vendors attending the Non-Mandatory Pre-Bid Site Visit must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address.

### IV. QUESTIONS / ADDENDA:

Questions and requests for clarification must be submitted within five (5) business days of the due date. Communication concerning any currently advertised RFB/RFP must take place in written form and shall be addressed to the Purchasing Division (refer to pages 9 & 10). Use the form on page 9 to Submit questions to email <a href="mailto:BidOpportunities@columbusGA.org">BidOpportunities@columbusGA.org</a>. Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

### V. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY (*Form 3*):

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <a href="http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html">http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html</a>. A completed, notarized E-Verify Affidavit (Form 4) must be included with proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

### VI. INSURANCE:

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist** (*Form 6*). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as list the applicable project or annual contract name, and/or solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

### VII. INDEMNIFICATION:

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected

with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

### VIII. BID SUBMISSION REQUIREMENTS:

See APPENDIX A for: Submission Requirements; Submission Requirements Checklist; and DemandStar Registration and Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit **one** (1) **electronic response via DemandStar** (*see Appendix A*). The City reserves the right to request any omitted information, to exclude *E-Verify*, and the form titled "*Communication Concerning This Solicitation*", WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information (*to exclude E-Verify*, and the form titled "*Communication Concerning This Solicitation*"). If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive, and the Bid Submission will be deemed "Incomplete":

- A. **Bid Form Pricing Pages:** Option 1 (*Form 1*) and/or Option 2 (*Form 2*)
- B. E-Verify/GSICA Form: Refer to page 12, section IV, regarding Form 3 Bid submissions missing this form will automatically be rejected.
- C. Communication Concerning This Solicitation: (Form 4) Bid submissions missing this form will automatically be rejected.
- D. Statement of Qualifications and Work Guarantee: Complete Form 5
- E. **Insurance:** Refer to page 12, section V, regarding *Form 6*
- F. Contract Signature Page: Complete Form 8
- G. **Business License:** Vendors located in Muscogee County shall submit a current <u>copy</u> of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager, at 706-225-3091.

- H. Form W-9 Complete and return Page 1 of Form W-9 https://www.irs.gov/pub/irs-pdf/fw9.pdf
- I. Addenda: Use Form 7 to acknowledge receipt for all addenda (if any). Addenda will be posted at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.

### IX. AWARD:

**A. Award:** This bid will be awarded to the vendor(s) that can provide the greatest economic benefit to the City. It will be awarded to a Primary and a Secondary Contractor, *for each option*. The Primary Contractor will be contacted first. If the Primary Contractor is unable to provide the required services, then the City will contact the Secondary Contractor to render the needed services.

### X. TERMINATION OF CONTRACT:

**A. Default:** If the contractor refuses or fails to perform any of the provision of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within **ten** (10) **days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deeded appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- **B.** Compensation: Payment for completed supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Division Director deem necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- **C. Excuses for Nonperformance or Delayed Performances**: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deeded in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contact, the delivery schedule shall be revised accordingly.

### **TECHNICAL SPECIFICATIONS**

# Option 1: Removal of Residual Ground Material

### I. INTENT AND SCOPE OF WORK:

It is the intent of Columbus Consolidated Government (the City) to establish an annual contract with a qualified contractor to provide the service of residual waste removal on an "as needed" basis, for either Pine Grove or Granite Bluff Landfill. *The primary location for work will be Pine Grove Landfill, but Granite Bluff will be used in the event there is an emergency in that area.* 

Residual ground material is the woody mulch produced by the City's yard waste grinding operation that remains after the City has taken what is needed for its own use. The mulch is clean non-hazardous material that is currently accepted as boiler fuel at the Mead pulp wood plant. Such ground material could be used as fuel, mulch, or some other recyclable commodity.

The awarded vendor will provide monetary compensation to the City for the residual waste removal from Pine Grove or Granite Bluff Landfill. The City anticipates sending out seven to ten thousand tons of outgoing mulch from site. This number is dependent on our grinder and will fluctuate over the course of a year due to down time and weather events.

### A. CITY RESPONSIBILITIES:

- 1. A representative from the Public Works Department will contact the Contractor when services are necessary.
- 2. The City will use the ground material as compost on an 'as needed basis', and will allow citizens to load their own for residential mulch. Consequently, the Contractor will only come on site after notification by Public Works.
- 3. The City will provide space at either Granite Bluff or Pine Grove Landfills to allow the vendor to perform the services.

### B. **CONTRACTOR RESPONSIBILITIES:**

- 1. The Contractor will only come on site after notification by Public Works.
- 2. The Contractor shall furnish all necessary personnel, materials, and equipment to load and haul material.
- 3. The Contractor will be responsible for loading and hauling material from site, which could vary between the two sites due to unforeseen circumstances (for example: weather events).
- 4. The Contractor shall operate in accordance with all applicable local, state, and federal laws, rules, regulations, ordinance and guidelines.
- 5. The Contractor will provide the service of residual waste removal with the use of their equipment in a timely manner. The Contractor will have the responsibility for marketing the end use of the material produced. Material must be recycled or used in some manner.
- 6. The successful vendor will pay the City for the ground material on a 'per ton' basis.

## REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS

# (ANNUAL CONTRACT) BID FORM RFB NO. 22-0037

### Option 1: Removal of Residual Ground Material

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government as follows:

Description	Vei	ndor will pay City
Residual Ground Material	\$	/per Ton

	PORTANT INF		SION	
By signing this Bid Form, the authorized omitted information, to exclude <i>E-Verify</i> WHICH DOES NOT AFFECT THE SUIT have two (2) days, after notification to suffice the Bidder shall be deemed non-responsible following checklist to verify the items are	I representative unity, and the form to BMITTED BID PERIDENT Ibmit the omitted ation"). If the omisive, and the Bid	derstands the Citled "Communical CEC. Bidders slinformation (to extend information will	ity reserves the righ ation Concerning The hall be notified, in w acclude E-Verify, and is not received with	riting, and sha I the form title iin two (2) day
$\Box$ Bid Form/Pricing Page (Form 1) $\Box$ E	-Verify (Form 3)	☐ Communication	<b>Concerning This Solid</b>	citation (Form 4)
☐ Statement of Qualification	ns and Work Guarai	tee (Form 5)	☐ Insurance (Form 6	5)
☐ Addenda Acknowledgement (Form 7)	☐ Contract Signatu	re Page (Form 8)	☐ Business License	□ Form W-9
If certified as a Disadvantaged Business I	Enterprise, please	list the certifying	Agency:	
Company Name	Authorized Si	onature	Date	

### TECHNICAL SPECIFICATIONS

# Option 2: Removal and Disposal/Reuse of Large Tree Trunks

### I. <u>INTENT AND SCOPE OF WORK:</u>

It is the intent of Columbus Consolidated Government (the City) to establish an annual contract with a qualified contractor to provide the removal and disposal/reuse of large tree trunks on an "as needed" basis. The primary location for work will be Pine Grove Landfill, but Granite Bluff will be used in the event there is an emergency in that area.

The contract would be awarded to the vendor that can provide the greatest economic benefit to the City.

### A. CITY RESPONSIBILITIES:

1. A representative from the Public Works Department will contact the Contractor when services are necessary.

### B. <u>CONTRACTOR RESPONSIBILITIES</u>:

- 1. The Contractor will be responsible for coordinating pick up of large tree trunks with Landfill Staff.
- 2. Trees must be loaded by the Contractor with their own equipment.
- 3. The Contractor shall operate in accordance with all applicable local, state, and federal laws, rules, regulations, ordinance, and guidelines.
- 4. All loads must weigh in and weigh out on City Landfill Scales.
- 5. All transactions will be handled on a per/ton basis.

## REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS

# (ANNUAL CONTRACT) BID FORM RFB NO. 22-0037

### Option 2: Removal and Disposal/Reuse of Large Tree Trunks

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government as follows:

Description	Ven	dor will pay City
Large Tree Trunks	\$	/per Ton

IMPORTANT INFORMATION:  PLEASE SUBMIT ONE ELECTRONIC SUBMISSION  By signing this Bid Form, the authorized representative understands the City reserves the right to request a omitted information, to exclude E-Verify, and the form titled "Communication Concerning This Solicitation WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and sh have two (2) days, after notification to submit the omitted information (to exclude E-Verify, and the form titl "Communication Concerning This Solicitation"). If the omitted information is not received within two (2) day the Bidder shall be deemed non-responsive, and the Bid Submission will be deemed "Incomplete". Use the following checklist to verify the items are included in electronic submission:				
☐ Bid Form/Pricing Page (Form 2)	☐ E-Verify (Form 3) ☐ Communicati	ion Concerning This Solicitation (Form 4)		
☐ Statement of Qualif	ications and Work Guarantee (Form 5)	☐ Insurance (Form 6)		
☐ Addenda Acknowledgement (Form	m 7) Contract Signature Page (Form 8	8) 🗆 Business License 🗆 Form W-9		
If certified as a Disadvantaged Business Enterprise, please list the certifying Agency:				
Company Name	Authorized Signature	Date		

COMPLETE AND RETURN THIS PAGE WITH RESPONSE

### FORM 3

### "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits)	Date of Authorization
**See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to	o access your E-Verify Company Identification Number.
Date of Authorization	
Name of Contractor	
Removal of Residual Ground Material & Removal and RFB No. 22-0037	Disposal/Reuse of Large Tree Trunks (Annual Contract):
Name of Project	
Columbus Consolidated Government Name of Public Employer	
I hereby declare under penalty of perjury that the forest	going is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Ager	nt
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE, 2	0
NOTARY PUBLIC	
My Commission Expires:	

A properly completed, notarized E-Verify Affidavit must be included with proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

### **COMMUNICATION CONCERNING THIS SOLICITATION**

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

\*

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

\*\*\*\*\*\*\*\*\*\*\*

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

COMPLETE AND RETURN THIS PAGE WITH RESPONSE

# STATEMENT OF QUALIFICATIONS & WORK GUARANTEE REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT)

### RFB NO. 22-0037

Company Name:	
Permanent Main Office Address:	
How many years have you been engaged in this business under your pr	resent company/trade name?
List the <u>last three</u> (3) clients for whom you have provided similar	services, stating contract value and month/year
completion:	
Owner Name/Contact Name Address/Phone/Fax/Email	Contract Value and Completion Month/Year
1. Owner Name/Contact Name:	Contract value: \$
Address:	Completion MonthYear:
Phone: Fax: Email:	
2. Owner Name/Contact Name:	Contract value: \$
Address:	
Phone:Fax:Email:	
3. Owner Name/Contact Name:	Contract value: \$
Address:	
Phone:Fax:Email:	
Provide a listing of equipment available to be used on the contract:	
(Attach additional sheet, if necessary)	
Have you ever failed to complete a project and/or defaulted on a cont	ract? If so specify when, where, and with whor
Describe your Warranty and Guarantee of Work:	
Signature of Authorized Representative Print Pri	nt Name Date

### **SOLICITATION ID: RFB NO. 22-0037**

# REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT)

### INSURANCE CHECKLIST

## CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and	STATUTORY	Limits/Response
21	Employer's Liability	REQUIREMENTS	
	Comprehensive General Liability:	REQUIREMENTS	
X	2. General Liability	\$1 Million CSL BI/PD each	
Λ	Premises/Operations	occurrence, \$1 Million annual	
	Premises/Operations	·	
X	2 Independent Contractors and Cub	aggregate \$1 Million CSL BI/PD each	
7.	3. Independent Contractors and Sub - Contractors	·	
	- Contractors	occurrence, \$1 Million annual	
	4 Dec 1-4-11-11-1-	aggregate \$1 Million CSL BI/PD each	
	4. Products Liability	·	
		occurrence, \$1 Million annual	
	5 0 1 10	aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
X	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non-ownership	Uninsured Motorist	
	Other:		
	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
$\mathbf{X}$	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability	Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	

	Required Coverage(s)	Limits	Bidders
		(Figures denote minimums)	Limits/Response
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	
	18. XCU (Explosive, Collapse,		
	Underground) Coverage		
	19. USL&H (Long Shore Harbor		
	Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment	\$2 Million per occurrence/claim	
	Liability		
$\mathbf{X}$	22. Carrier Rating shall be Best's Rati		
X	23. Notice of Cancellation, non-renewal or material change in coverage		
	shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

<sup>\*</sup>If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

### **BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

BIDDER NAME:		
<b>AUTH. SIGNATURE:</b>		

### ADDENDA ACKNOWLEDGEMENT

# Removal of Residual Ground Material & Removal and Disposal/Reuse of Large Tree Trunks (Annual Contract) RFB No. 22-0037

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. It is the vendors' responsibility to periodically visit the page to check for addenda, both before the due date and prior to submitting a response in DemandStar.

### IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

(date)  Business Name		Date	
		Date	
(date)			
(date)			
(date)			
		not see any addenda listed for tills	2011-1-11-11-11-11-11-11-11-11-11-11-11-1
IF NO ADDENDA W By signing below, I ack	knowledge that I revi	iewed the Bid Opportunities page r not see any addenda listed for this	
Addendum No	dated	Addendum No	dated
Addendum No	dated	Addendum No	_ dated
Addendum No	dated	Addendum No	_ dated
	uated	Addendum No	dated
Addendum No	datad		
		Addendum No	

COMPLETE AND RETURN THIS PAGE WITH RESPONSE

### **CONTRACT SIGNATURE PAGE**

# REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT)

RFP No. 22-0037

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

	By:		
Witness as to the signing of the contract	Signature of Authorized Representative Date		
Witness as to the signing of the contract	Print Name and Title of Signatory		
(Corporate seal, if applicable)	Company:		
Company Ordering Address	Company Payment Address		
Contact:	Contact:		
Contact Email	Contact Email		
TelephoneFax	Telephone:Fax		
CONSOLIDATED GOVERNM	IENT OF COLUMBUS, GEORGIA		
Accepted this day of20	APPROVED AS TO LEGAL FORM:		
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney		
ATTEST:			
Sandra T. Davis, Clerk of Council			

### **Appendix A**

**DemandStar** 

**Requirements and Instructions** 

### DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at <a href="https://www.columbusga.gov/finance-2/bid-opportunities">https://www.columbusga.gov/finance-2/bid-opportunities</a>. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <u>Finance | Bid Tabulations (columbusga.gov)</u>.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an <u>Electronic Proposal Submission Requirements</u> Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

### **ELECTRONIC BID - SUBMISSION REQUIREMENTS CHECKLIST**

# REMOVAL OF RESIDUAL GROUND MATERIAL & REMOVAL AND DISPOSAL/REUSE OF LARGE TREE TRUNKS (ANNUAL CONTRACT) RFB No. 22-0037

Please submit your electronic response as indicated below:

### **IMPORTANT NOTICE:**

- Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function. Do not enter information using the "Supplemental Documents" function.
- 2. Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of their submittal.
- **3.** Due to file size limitations, please **do not resend the City's full specifications** document as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

□ 1.	BID FORM PRICING PAGES (FORM 1 and/or FORM 2)
□ 2.	E-VERIFY/GSICA FORM (FORM 3)
□ 3.	COMMUNICATION CONCERNING THIS SOLICITATION (FORM 4)
□ 4.	STATEMENT OF QUALIFICATIONS & WORK GUARANTEE (FORM 5)
□ 5.	PROOF OF INSURANCE (FORM 6)
□ 6.	ADDENDA ACKNOWLEDGEMENT (FORM 7)
□ 7.	CONTRACT SIGNATURE PAGE (FORM 8)
□ 8.	PAGE 1 OF FORM W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)
□ 9.	BUSINESS LICENSE

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

### Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to quickly view the contractual terms and scope of work
- All the forms and documents you need in one place
- · Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

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Go to:

https://www.demandstar.com/registration

0	A	:41. 1	7
Greate an I	ACCOUNT	WITH	DemandStar

You are one step away from picking your free government agency

#### **Email Address**

Your email address here

#### Company Name

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

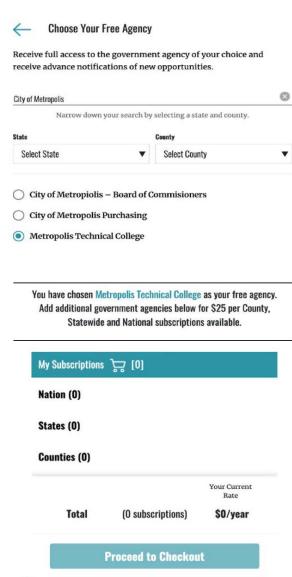
Next



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### 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



### **3 CHECK OUT**

Check out with your FREE AGENCY Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com



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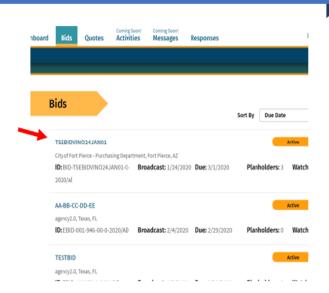
# Responding to an Electronic Bid

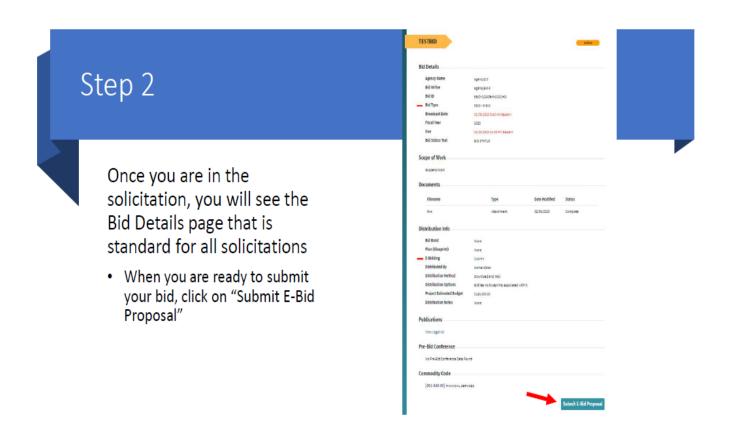
5 Step Instructions

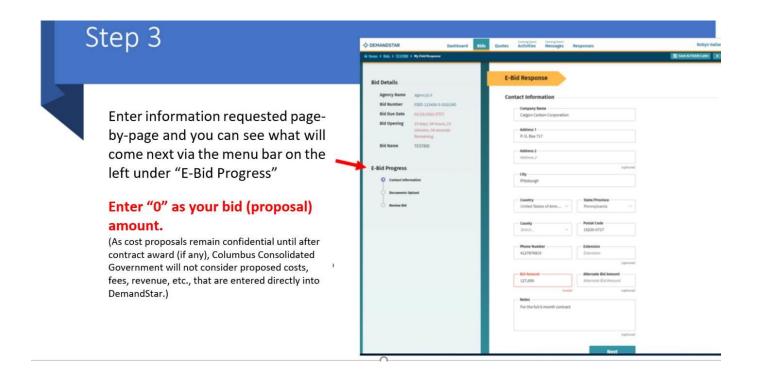
## Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name







### Step 4

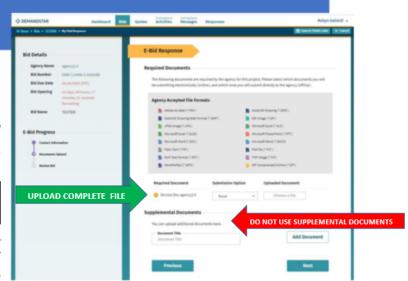
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing <u>only</u> the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please <u>do not</u> include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm</a>.



### Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

